IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

KEITH BAKER	:	CIVIL ACTION
	:	
v.	:	
	:	
WAYNE-DALTON CORPORATION, et al.	:	NO. 02-1772

MEMORANDUM AND ORDER

Fullam, Sr. J. March , 2004

The defendant Wayne-Dalton Corporation is a manufacturer of, among other things, garage-door openers. Plaintiff's employer, Allstar, purchased an entire section of Wayne-Dalton's business, including work-in-progress, equipment used in manufacturing, pending orders, etc., with respect to a particular brand of garage door openers, and relocated that business to its own plant. Among the items purchased was a press-brake used to shape the metal housing for garage-door openers. About two years later, plaintiff was injured while using the press-brake, and brought this action against Wayne-Dalton, among others, for damages.

Insofar as the defendant Wayne-Dalton is concerned, plaintiff originally asserted a product liability claim under Section 402A of the Restatement of Torts, as well as a negligence claim. Since it was clear that Wayne-Dalton was not engaged in the business of selling press-brakes, and that the sale to Allstar was an isolated transaction, plaintiff withdrew the 402A

claim and proceeded only on a negligence theory, invoking § 388 of the Restatement (Second) of Torts, which provides that a supplier of a chattel may be held liable for failure to warn of latent dangers if someone is injured as a result.

When the press-brake in question was sold to Allstar, it was equipped with a "light shield," designed to stop the device from operating whenever a beam of infrared light adjacent to the danger area was interrupted. It is undisputed that the press-brake had been used for many years by Wayne-Dalton, without incident, and that the light-shield had functioned properly during that period.

One of the features of the "light-shield" was that, if the light-shield itself was not functioning properly, the press-brake could not be operated. And it was plaintiff's contention at trial that the light-shield did not comply with OSHA requirements, because it was located too close to the danger point so that an operator's hand could be inserted under the press and the downward motion of the press-brake would not stop in time. The expert who advanced that opinion had never inspected the brake, however, and based his opinion on descriptions of the device furnished by persons who had used it in the past.

The press-brake remained in the possession of Allstar, but was not put to use for a couple of years after the purchase

from Wayne-Dalton. When Allstar began to use the press brake, the light-shield was not working, hence the brake itself could not be operated. After inquiring about the feasibility of repairing the light-shield, and learning that such devices were no longer recommended by the original manufacturer, Allstar simply removed the light-shield from the press-brake, and permitted it to be used without a protective device of any kind.

Plaintiff was assigned to operate the press-brake and proceeded to do so after only about 15 minutes of instruction. Not long afterward the press-brake jammed, plaintiff attempted to clear the jam by manually removing the jammed part, and accidentally bumped the control which caused the brake to re-start, pinning plaintiff's hand.

At the close of the evidence, defendant duly renewed its motion for judgment as a matter of law. The motion was taken under advisement, and the case was submitted to the jury. In answers to special interrogatories, the jury found that, although the press brake was in an unsafe condition when it was acquired by Allstar, the defendant Wayne-Dalton had no reason to believe that Allstar was unaware of the unsafe condition, or that Allstar's employees would not be made aware of the unsafe condition. The jury further found that, if Allstar had not removed the light-shield, the accident would have been prevented; and the jury answered "no" to the question "Should Wayne-Dalton

have foreseen the likelihood that the light-screen would be removed from the press brake?”

The jury then assigned percentages of fault to all three participants, plaintiff, Allstar and Wayne-Dalton, and stated an amount of damages sustained by plaintiff. At that point, in reading the verdict slip, I stated:

> “And I note that you have also filled in an amount of damages. And I want to be sure you understand that your answers to these several question result in a verdict for the defendant. You understand that?”

I noted that the jurors then all nodded in agreement with the Court’s statement, and noted “so that the damage finding while educational will not ... have any effect.”

At that point, I thanked the jury for their services and dismissed the jury. Neither counsel requested a poll of the jury, nor registered any objection the Court’s actions. Later that evening, or perhaps the following day, one of the jurors allegedly communicated with plaintiff’s counsel, and insisted that the jurors had all agreed upon a verdict in favor of the plaintiff. Plaintiff thereupon filed a motion to mold the verdict to generate a judgment in favor of the plaintiff, and an alternative motion for a new trial.

I conclude that the judgment in favor of the defendant must stand, for at least two reasons: the jury’s responses to the interrogatories addressing liability clearly constituted a

verdict in favor of the defendant; the jury's agreement that they understood their verdict was in favor of the defendant was spread upon the record; and individual jurors may not be heard to impeach the jury's verdict, after the jury has been discharged.

Finally, as a cautionary measure, I register my firm conclusion that, had the jury reached a verdict in favor of the plaintiff, I would have been obliged to set it aside and grant defendant's motion for judgment as a matter of law. In my view, no rational jury could have found in favor of the plaintiff on the basis of the evidence in this case. Not only was there no evidence which would sustain a finding that the defendant was negligent, but the actions of Allstar (in removing the light-shield protective device, and in assigning plaintiff to operate the press brake with virtually no instruction or training) must be regarded as a superseding cause of the accident.

For the foregoing reasons, plaintiff's motion to mold the verdict, and alternative motion for a new trial, will be denied. An Order follows.

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ORDER

AND NOW, this day of March 2004, upon consideration of plaintiff's post-trial motions to mold the verdict or for a new trial, IT IS ORDERED:

That plaintiff's post-trial motions are DENIED.

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John P. Fullam, Sr. J.